

Michael Malaguti
Town Manager

Kellie Caron
Assistant Town Manager



Town Council

John Farrell
Chad Franz
Ted Combes
Ron Dunn
Shawn Faber

Town of Londonderry • 268B Mammoth Road • Londonderry, NH 03053

Londonderry Town Council Meeting
Monday, March 18, 2024, 7:00 p.m., Moose Hill Council Chambers

- A. CALL TO ORDER**
- B. ELECTION OF OFFICERS**
- C. PUBLIC COMMENT**
- D. PUBLIC HEARINGS**
- E. NEW BUSINESS**
- F. OLD BUSINESS**
- G. APPROVAL OF MINUTES**
 - 1. March 4, 2024 Town Council Minutes**
- H. APPOINTMENTS/REAPPOINTMENTS**
 - 1. Reappointment of the Tax Collector**
- I. OTHER BUSINESS**
 - 1. Liaison Reports**
 - 2. Town Manager Report**
 - 3. Assistant Town Manager Report**
- J. ADJOURNMENT**
- K. MEETING SCHEDULE**

1. April 8, 2024; Moose Hill Council Chambers; 7:00 p.m.
2. April 22, 2024; Moose Hill Council Chambers; 7:00 p.m.

In addition to the items listed on the agenda the Town Council may consider other matters not on the posted agenda and may enter a non-public session or convene in a non-meeting in accordance with RSA 91-A if the need arises.

TAX COLLECTOR AGREEMENT

This Agreement is entered into as of the 18th day of March, 2024, by and between the **Town of Londonderry** (Town), a municipal corporation with an address of 268B Mammoth Road, Londonderry, New Hampshire 03053, and **Allison M. Parsons** (Parsons), an individual who resides at 7 Acropolis Avenue, Londonderry, New Hampshire (collectively, the "Parties").

WHEREAS, Parsons has served as Tax Collector (TAX COLLECTOR) from July 1, 2021 to present, and her current appointment and Tax Collector Agreement expire as of March 31, 2024;

WHEREAS, Parsons desires to be-reappointed as TAX COLLECTOR effective April 1, 2024, with the statutory one-year term to run from April 1, 2024 through March 31, 2025, and the Council wishes to appoint Parsons as TAX COLLECTOR for that period of time.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties mutually agree as follows:

1. **Term of Agreement.** The term of this Agreement shall begin on April 1, 2024 and, unless terminated as herein provided, shall continue through March 31, 2025. The Town Manager shall meet with Parsons no later than March 1, 2025 to discuss her performance, inquire of her desire to seek a succeeding appointment, and advise her of his recommendation to the Council regarding a potential succeeding appointment.

2. **Duties.** Parsons shall serve as TAX COLLECTOR for the Town, and in that capacity, shall perform the duties and functions specified in the job description provided to Parsons, as may be amended by the Town Manager. Parsons shall also perform other duties as mandated by statute as well as legally permissible duties and functions as assigned by the Town Manager. Parsons shall perform the responsibilities and functions in compliance with applicable New Hampshire statutes, the Town's Ordinances, and the Town policies and regulations.

3. **Salary and Benefits.**

a. **Salary.** Parsons shall receive an annual salary of seventy-three thousand nine hundred sixteen dollars (\$73,916.44), payable in the same increments as wages are paid to employees of the Town. Such payments are subject to deductions required by law and as authorized by Parsons. Assuming continued appointment, Parsons shall be eligible to receive the same annual COLA as set forth in the Personnel and Compensation Policy for Non-Represented Employees in July 2024 and the July of each successive fiscal year.

b. **Insurance.** Parsons shall be entitled to receive the insurance coverage as detailed in the Article entitled "INSURANCE" in the Personnel and Compensation Policy for Non-Represented Employees pursuant to the then-current policy.

c. **Retirement.** The Town agrees to maintain Parsons in the New Hampshire Retirement System (NHRS) in accordance with New Hampshire law and NHRS

rules, regulations, and bylaws.

d. **Leave.** Pursuant to statute, Parsons shall be entitled to take leave at her discretion. Accordingly, Parsons shall not accrue vacation leave, sick leave, administrative time, or any other kind of leave time. Upon the expiration of her appointment or upon her voluntary resignation, Parsons shall not be entitled to any payout of leave time, as she does not accrue leave time.

5. **Removal/Termination.** If, in accordance with the provisions of NH RSA 41:40, the Town initiates proceedings to remove the TAX COLLECTOR during the pendency of her applicable appointment term, this Agreement shall be terminated upon the successful removal of Parsons.

In the event Parsons intends to resign her appointment as TAX COLLECTOR prior to the expiration of her applicable term, she shall provide the Town Manager with advance notice of not less than sixty (60) days. Upon provision of her notice, and upon mutual agreement by Parsons and the Town Manager as to her final work schedule, Parsons's termination date may occur on a mutually agreed upon date thereafter, but unless mutually agreed upon otherwise, such termination date shall not be less than twenty-one (21) days after the date notice was given.

6. **Disability.** Pursuant to RSA 41:38, if Parsons becomes temporarily incapacitated, the deputy tax collector shall serve during the term of such incapacity. If Parsons is permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks or for twenty (20) working days over a thirty (30) day working period, then the Town shall have the option of terminating this Agreement, provided however, that (a) should the provisions of the Family and Medical Leave Act apply, then those provisions shall control, and (b) the Town shall continue to pay the insurance premiums for short-term and long-term disability coverage as may be in effect during the time of such disability or illness for a period not less than the one hundred eighty (180) day elimination period for long-term disability coverage and/or until the claim is approved or denied by the insurance carrier.

7. **Mileage reimbursement.** The Town agrees to reimburse Parsons at the IRS established mileage rate for any travel done by Parsons (outside of her commute to/from Londonderry Town Hall) in order to attend meetings or training sessions which are pre-approved by the Town and which are related to her duties as Tax Collector.

8. **Personnel Policy Not to Apply.** It is understood and agreed by the Town and Parsons that, except for the purpose of designating Parsons as part of Class 1 in "All Eligible Non-Represented Employees" for the insurance coverages included in paragraph 3.b. above, the Town's Personnel Policy does not apply to the relationship between the Town and the TAX COLLECTOR contemplated hereby, and this Agreement exclusively sets forth Parsons's rights and remedies to the maximum extent allowed.

9. **Indemnification.** The Town shall defend, save harmless and indemnify Parsons

against any tort, professional liability claims or demands or other legal action, whether groundless or otherwise, arising out of her performance of duties as TAX COLLECTOR, unless such claim is asserted or joined by the Town, or brought by a prosecutorial or regulatory agency and the claim alleges criminal conduct, intentional, wanton or willful misconduct, or that the Town is a victim of the conduct alleged in the claim. The Town will compromise and settle any such claims or suit and pay the amount of any settlement of judgment, including insurance deductibles as provided for in the liability policy of the Town.

10. **Entire Agreement and Amendment.** This Agreement is the entire agreement between the parties and supersedes and replaces any other agreement, written or oral, relating to Parsons's term as TAX COLLECTOR. This Agreement may be amended only by mutual written agreement of the parties.

11. **Jurisdiction and Venue.** The exclusive jurisdiction and venue for enforcement of, or any claim related to, this Agreement shall be the Rockingham County Superior Court.

WHEREFORE, the parties have signed this Agreement, effective as of March 18, 2024.

Town of Londonderry

Allison Parsons

John Farrell, Councilor

Allison Parsons

Chad Franz, Councilor

Ted Combes, Councilor

Ron Dunn, Councilor

Shawn Faber, Councilor

Londonderry Town Council Minutes
Tuesday, March 4, 2024
7:00 PM
Moose Hill Council Chambers

Meeting Link: <http://173.166.17.35/vod/12536-Water-Town-Hall-Session-v1/vod.mp4>

Attendance: Chairman John Farrell; Vice Chairman Chad Franz; Councilor Ted Combes; Councilor Jim Butler; Councilor Ron Dunn; Town Manager Michael Malaguti; Assistant Town Manager Kellie Caron.

CALL TO ORDER

Chairman Farrell called the Town Council meeting to order at 6:00 PM. The Pledge was led by Chairman Farrell. This was followed by a moment of silence led by Chairman Farrell in honor of the first responders of Londonderry. Farrell explained a brief recap on the water line extension and what brought this meeting to fruition.

Farrell opened the Water Town Hall and introduced the guests. The guests were introduced as follows: Robert Scott (Commissioner of NHDES), Bill Boyd (Chair, NH DWGTF), Sherman Packard (Speaker of the NH House of Representatives), Chuck Morse (Former NH Senate President), Chad Franz (Vice Chair of Londonderry Council), Mike Malaguti (Londonderry Town Manager), Amy Rousseau (PFAS Response Admin), Brandon Kernan (Admin NHDES), Michael Unger (Water Engineer NHDES), John Boisvert (Pennichuck Water), Jeff Provost (Weston & Sampson), Ron Dunn (Councilor), Jim Butler (Councilor), Ted Combes (Councilor), Kellie Caron (Assistant Town Manager) and Cameron Maher (Executive Assistant).

Commissioner Scott opened his remarks by thanking everyone for the invitation. Scott gave a background of PFAS and PFAOS. Scott shared it is a manmade chemical which has been found to be harmful and the highest density of contamination in private wells in the state of NH. Scott urged the public this level of funding for a water project will not likely be seen again and leveraging these funds to meet the towns larger needs which include water supply, is critical to clean water. Scott explained public water systems are the preferred solution for all communities which helps the goal of regionalization by 2040 resulting in more water supply due to the increase of predicted usage of 82 million gallons per day. Scott explained if Londonderry gets involved now, the concern of needing additional drinking water in the future would be easier to address. Scott ended his comments by thanking the Town Government and praising them for their involvement.

Representative Boyd began his comments by thanking the Town Council for the invitation. Boyd explained he is a State Rep for Hillsborough County and represents Merrimack as well as the Water Commission. Boyd explained the commission's approach is to handle contamination concerns in multiple ways. Firstly, the commission addresses if the contamination is within the application of the community, then is it hindering economic development. Boyd shared it also comes down to skin in the game as well as would this be a more reliable water source than what is currently in place. Boyd expressed that Article III is a once in a lifetime generational opportunity for how Londonderry wants to deal with the water supply and PFAS issue they are currently facing.

47 Speaker Packard explained he feels we are in a good place to get around 8 million dollars. Packard
48 urged if the warrant fails, then we don't get any money at all. Packard assured he is fully aware of
49 what it is like to not have clean water. Packard explained he has been buying bottled water for over
50 40 years.

51

52 Senator Morse thanked everyone for coming to the meeting. Morse explained the state advised
53 communities should participate in the process for obtaining these funds for assistance with clean
54 water. Morse explained water is being brought to the communities, and the communities are
55 working with the state to bring it to as many households as possible. Morse shared it is in the
56 town's best interest to come down High Range Rd and increase the pumping stations on the
57 eastside through Derry. Morse closed by explaining the committee treated this as a special project
58 and there are over 1800 impacted wells in the state which Londonderry has the worst scenario with
59 over 900 wells contaminated.

60

61 Brandon Kernan began presenting to the community more information on the PFAS issue as well
62 as alternatives DES has looked into.

63

64 Town Manager Malaguti thanked the Town council for their involvement as well as the Utilities
65 Committee which has done a wonderful job with this issue. Malaguti also acknowledged John
66 Trottier, the town's engineer for all his work. Malaguti stressed we are receiving this water project
67 for \$ 2.95 million instead of the \$25 million price tag. Malaguti shared the loan rates are very
68 favorable which result in one percent during construction and then three percent from there on out.
69 Malaguti explained the consent decree has over 300 residences within it which would receive water
70 line extensions by way of an 8' pipe.. Malaguti explained the Town's perspective is to put in a 16'
71 pipe to avoid having to upsize in 5-10 years. Malaguti shared what the PFAS task force has done
72 to get us to where we are and highlighted the success of the Lancaster Dr project behind the Apple
73 Tree Mall. Malaguti pointed out in 2023 there was a test vote to see if there would be support to
74 upgrade the towns water system which passed favorably.

75

76 Chairman Farrell shared the pre-submitted questions for the panel.

77

78 Question: How will St. Gobain be contributing to the project?

79 Answer: Malaguti stated there is no official commitment from St. Gobain as of yet.

80 (Asked by Lorrilyn Juergins, 8 Kimball Rd & Martha Smith 38 Shasta Dr)

81

82 Question: How many properties to fix the problem completely?

83 Answer: There are around 350 residences and the water line extension and slightly more point of
84 entry system is being proposed. Kernan explained the Federal Government is looking to make
85 anything higher than 4 parts per trillion the new standard vs the current regulation of 12 parts per
86 trillion.

87 (Asked by Lorrilyn Juergins, 8 Kimball Rd)

88

89 Question: Who are the other national lawsuits involved with the State of NH?

90 Answer: Currently it is 3M, Dupont, and AFFF.

91 (Asked by Anne Fenn, 18 Partridge Lane & Martha Smith 38 Shasta Dr)

92

93 Question: When can we expect to hear when the consent decree area starts to get town water?
94 Answer: Currently there are 571 POE treatments and much is still under discussion. Farrell shared
95 they are shooting for within 3 years for it to start.
96 (Asked by Charlie Sullivan, 14 Justin Circle)

97
98 Question: Is there an option to re-open the Consent Decree given the contamination is spreading?
99 Answer: Malaguti explained it is the town's belief the state will not re open the consent decree due
100 to the time litigation takes. Malaguti shared the case would not be completed before the funds
101 become unavailable.
102 (Asked by Lynn Wiles, 46 Bartley Hill Rd)

103
104 Question: Why are HOA's remediating wells faster with State Money?
105 Answer: State incentivized the small communities with a treatment system with wells Kernan
106 explained.
107 (Asked by Cheryl Sommese, Century Village)

108
109 Question: Was there a survey done for how many homes will connect if they wish.
110 Answer: Around 50% would connect to the system using other surveys. Malaguti continued with
111 stating the state will reimburse up to 10,000 dollars to connecting to a public water system.
112 (Asked by Kristine Perez, 5 Wesley Dr)

113
114 Question: For people who have lived with PFAS for years, has there been research done for how
115 it affects people?
116 Answer: Health impact is after a lifetime of exposure and the CDC is doing studies as well to
117 decide the health impact. A lot of systems are in place to help with making tap water safe Kernan
118 explained.
119 (Asked by Ann Chiampa, Londonderry)

120
121 The presentation Concluded after these questions and a 5-minute break was taken.

122
123 **PUBLIC COMMENT**

124
125 Chairman Farrell opened public comment.

126
127 **Name:** Richard Belinski

128 **Address:** 89 Hall Rd

129 Belinski explained there are election signs belonging to a Town Councilor that do not meet the
130 guidelines of an RSA. Belinski shared the state is aware of this. Belinski also pointed out the Town
131 Clerk has a car with signs saying to 'vote for Sherry Farrell' and questioned if this was allowed.

132
133 **Name:** Martha Smith

134 **Address:** 38 Shasta Dr

135 Smith commented on the political signs Belinski was mentioning and shared the signs mentioned
136 can be fixed with a simple sticker per her own interaction with the AG.

137
138 **Name:** Kim Bernard

139 **Address:** Chief of Police
140 Bernard shared a command update involving the announcement of the dispatch center is now fully
141 staffed.

142
143 **Name:** Sherry Farrell
144 **Address:** Town Clerk
145 Farrell explained dog registrations are ready for next year and to please do not forget about the
146 upcoming election on the 12th of March.

147
148 Public Comment is closed.

149
150 **PUBLIC HEARINGS**

151
152 **None**

153
154 **NEW BUSINESS**

155
156 **Presentation by Councilor Butler**

157
158 Councilor Butler began a presentation on his view of the status of housing in Londonderry. Butler
159 went on to say Londonderry has done a great job creating housing for people in town. Butler
160 expressed concern with the number of accidents and traffic flow coming through town. Butler
161 stated call reports have increased over the past several years due to traffic becoming an extreme.
162 Butler shared in the next 4-5 years there will be a traffic problem at intersections of Litchfield and
163 Mammoth as well as Pillsbury and Gilcrest. Butler said the Council should consider a growth
164 management ordinance. Butler ended is presentation thanking the council as well as listing the
165 number new projects which are in the pipeline.

166
167 **OLD BUSINESS**

168
169 **None**

170
171 **APPROVAL OF MINUTES**

172
173 Vice Chairman Franz moved to approve the February 20, 2024, Town Council minutes. Councilor
174 Dunn seconded the motion.

175

John Farrell	Yes
Chad Franz	Yes
Jim Butler	Yes
Ted Combes	Yes
Ron Dunn	Yes

176

177 Motion passed 5-0-0

178

179 **REAPPOINTMENTS**

180

181 Adjustment of LHRA Commissioners to staggered terms.

182

183 Vice Chairman Franz moved to approve the adjustment of LHRA Commissioners to staggered
184 terms. Councilor Combes seconded the motion.

185

John Farrell	Yes
Chad Franz	Yes
Jim Butler	Yes
Ted Combes	Yes
Ron Dunn	Yes

186

187 Motion passed 5-0-0.

188

189 Interview for Senior Resource Committee: Valerie Brauer

190

191 Vice Chairman Franz moved to appoint Valerie Brauer to the Senior Resources Committee.
192 Councilor Combes seconded the motion.

193

John Farrell	Yes
Chad Franz	Yes
Jim Butler	Yes
Ted Combes	Yes
Ron Dunn	Yes

194

195 Motion passed 5-0-0.

196

197 **OTHER BUSINESS**

198

199 N/A

200

201 **Liaison Reports**

202

203 None

204

205 **Town Manager Report**

206
207 **Town Manager: None**

208
209 **Assistant Town Manager: None**

210
211 **MEETING SCHEDULE**

- 212
213 • March 18, 2024: Moose Hill Council Chambers, 7:00 p.m.

214
215 **ADJOURNMENT**

216
217 Vice Chairman Franz moved to adjourn. Councilor Combes seconded the motion.
218

John Farrell	Yes
Chad Franz	Yes
Jim Butler	Yes
Ted Combes	Yes
Ron Dunn	Yes

219
220 Motion passed 5-0-0.

221
222 Meeting adjourned at 8:01 p.m.

223
224 Minutes prepared by Cameron Maher